

# **EXHIBIT D**

## SERVICE AGREEMENT

between

PELION PENSION ADVISORS AG, Dufourstrasse 60, CH-8702 Zollikon

("Company")

and

RENE EICHENBERGER, Aussichtstrasse 15, CH-8704 Herrliberg

("Executive Chairman")

### 1 Title

As of July 30, 2018 (the "Effective Date"), subject to obtaining the necessary consent, the Executive Chairman shall serve as a board member and Executive Chairman of the Company.

### 2. Period of Position

- 2.1 The Executive Chairman position ("Position") shall commence on the Effective Date and shall continue until terminated by either party with three months' notice in writing at the end of the respective month.

### 3 Duties

- 3.1 During the term of this Position, the Executive Chairman shall:

- (a) at all times use all reasonable endeavours to promote the interests, reputation and goodwill of the Company and any other group companies;
- (b) diligently perform his duties and exercise and carry out such powers and functions as may from time to time be reasonably vested by the board of directors and shareholders of the Company;
- (c) devote the benefit of his knowledge, expertise and skills as required for the proper performance of his duties;
- (g) comply with all applicable laws and with all reasonable directions from time to time given by the Board and,

- 3.2 The Executive Chairman shall attend and work at the main office of the Company in Zollikon or at any such places of business of the Company in the manner as required from time to time.

- 3.3 The Executive Chairman shall report to the Board of the Company.

- 3.4 Particular responsibilities include monitoring and supervising the launch of a multi-manager platform and direct investment program, with a view towards optimizing synergies for the Company.

- 3.5 The Executive Chairman shall work as many hours as may be necessary to discharge his duties.

**4 Compensation and Expenses**

- 4.1 Starting February 1, 2019, the Company shall pay to the Executive Chairman, or to an affiliated company assigned by the Executive Chairman, for the proper performance of his duties under this Agreement at rate of CHF 250,000 per annum, payable monthly at the last business day of each calendar month. This amount may be subject to adjustment at the discretion of the Board and shall be accrued until the Company has the available cash to pay such compensation;
- 4.2 In addition, the Executive Chairman shall receive coverage for Life, Health and Accident Insurance and for Social Security payments;
- 4.3 The Company shall reimburse the Executive Chairman for all reasonable travel and other expenses incurred in conjunction with the performance of his duties, provided that these are incurred in accordance with Company policy and subject to the Executive Chairman having delivered to the Company such form(s) and/or receipts or other evidence as required.

**5. Confidentiality**

- 5.1 The Executive Chairman shall not, neither during or after the position:
- (a) use, disclose or communicate to any person any Confidential Information which he has received or obtained at any time (before or after the date of this Agreement) by reason of or in connection with his service with the Company; or
  - (b) copy or reproduce in any form or by or on any media or device or allow others access to or to copy or reproduce Documents containing or referring to Confidential Information; or
  - (c) use, disclose or communicate to any person any information concerning the business and/or affairs of the Company.
- 5.2 The Executive Chairman acknowledges that all documents containing or referring to Confidential Information shall at all times remain the property of the Company.

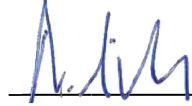
**6 General**

- 6.1 Notices by either party must be in writing addressed to the Company at its registered office for the time being; and to the Executive Chairman at his place of work or at the address set out in this Agreement or such other address as the Executive Chairman may from time to time have notified to the Company for the purpose of this Clause;
- 6.2 This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Agreement by executing any such counterpart.
- 6.3 This Agreement contains the whole agreement between the parties relating to the Employment as from the Effective Date (except for those terms implied by law which cannot be excluded by the agreement of the parties). The Executive Chairman acknowledges that he has not been induced to enter into this Agreement by any representation, warranty or undertaking not expressly incorporated into it. The Executive Chairman agrees and acknowledges that his only rights and remedies in relation to any representation, warranty or undertaking made or given in connection with this Agreement (unless such representation, warranty or undertaking was made fraudulently) will be for breach of the terms of this Agreement, to the exclusion of all other rights and remedies (including those in tort or arising under statute).
- 6.4 No amendment, change or addition to the terms of this Agreement shall be effective or binding on either party unless agreed to writing and signed by each party.

- 6.5 This Agreement is governed by and construed in accordance with Swiss law. Any claim or matter arising under this Agreement shall be submitted to the exclusive jurisdiction of the ordinary courts in Zurich.

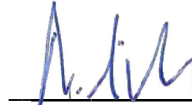
This Agreement is entered into as of the date first written above.

PELION PENSION ADVISORS AG



Dr. René Eichenberger  
Chairman

EXECUTIVE CHAIRMAN



Dr. René Eichenberger